

## TRAVEL CONTRACT AND RESPONSIBILITY

### General Conditions

*Given the particular nature of the proposed trips, the daily itineraries are considered to be a guideline. A series of variable factors while traveling in the mountains (weather conditions, communication problems, etc.) may endanger the security of the participants and, for this reason, variations may occur to the programmed itineraries.*

### 01 – Travel Contract and Responsibility

Bookings are regulated by the present general conditions, by the law n° 111 of March 1995, by the ECC directive n° 90/314, and by the law n° 1084 of 27/12/1977. In any case the Tour Operator responsibility will not exceed the limits foreseen by the above mentioned laws. In case of “force majeure”, the Tour Operator reserves the right to change hotels and holiday destinations with others nearby. The Tour Operator is not responsible for any damages caused by the client.

### 02 – Bookings

Bookings are subject to availability. Should the vacation you have chosen no longer be available a similar holiday will be proposed where possible. Booking details will be sent by fax or E-mail by the Tour Operator who will consider the booking confirmed only after having received a 30% deposit ( or the full cost in case of “last minute” bookings) of the vacation. The Tour Operator is responsible for making sure that each part of the vacation booked is provided to a reasonable standard.

### 03 – Prices

Prices are quoted in euro (€), and include accommodation, taxes, service; they do not include any personal expenses or additional fees such as telephone calls, items from the mini-bar, services, cleaning, deposits for apartment accommodation, etc. The hotel/rifugi ratings given are established by qualified local authorities.

### 04 – Trip Development Fee

Upon receipt of your **Trip Questionnaire**, we will schedule a 30-45 minute conference call with you to review your travel interests in detail, at no charge. Upon agreement of a rough itinerary and price range, we require a €250 non-refundable development fee to proceed with trip development. The development fee is fully applicable to the cost of your trip, and will be applied to your final balance. We will then submit a proposed itinerary for your review and approval, including a detailed day-to-day itinerary, accommodations, and final price quote.

### 05 – Payment Schedule

Booking will be confirmed upon receipt of a 30% deposit (or full cost in the case of “last minute” bookings). Payment of the balance, according to the Tour Operator pro-forma holiday invoice, is due no later than 60 days before departure for Italy. Development fees paid will be applied to the final balance payment.

### 06 – Travel Documents

Travel documents will be sent (to fax or address provided) by the Tour Operator only after having received the total amount on the vacation invoice. Please do not forget your travel documents when you depart for Italy; a voucher must be handed-in at each hotel as proof of payment. Lost or stolen vouchers cannot be replaced.

### 07 – Cancellations and Refunds

At the time we receive written notice that you must cancel your trip, the following fees will apply:

- 60 to 89 days prior to departure: 15%
- 29 to 59 days prior to departure: 30%
- 15 to 28 days prior to departure: 50%
- 14 days or less prior to departure: 100%

These charges are a percentage of the total cost of the booking. The days indicated are from trip departure date. All cancellations must be made in writing.

## **TRAVEL CONTRACT AND RESPONSIBILITY, CONTINUED**

### **08 – Changes to Your Booking**

Once booked, each change to your trip is subject to a €50 change fee.

Change requests made 29 days or less prior to departure are each subject to a €100 late booking fee.

Once booked, changes to your trip are subject to a €50 change fee for each day of the itinerary affected. Change requests made 29 days or less prior to departure are each subject to a €100 late booking fee. These fees will be applied in addition to any other costs incurred because of the change.

### **09 – Complaints Regarding Booked Services**

Claims can only be made by the client once the full cost of the holiday has been paid. However, any complaints should be reported immediately to the Tour Operator, in written form, during the holiday. If the complaint is not sorted out during the holiday period, a registered letter should be sent to the Tour Operator within 10 days of returning from your holiday. Dolomite Mountains s.r.l. has taken all reasonable care to make sure that all the services are provided to a reasonable standard and are provided as described in the itinerary. Dolomite Mountains s.r.l. is not responsible for any changes made by the supplier of which they have not been informed. Any suggestions from the client will be gladly accepted in order to improve the level of services and accommodation provided.

### **10 – Legal Jurisdiction**

For any dispute, the Civil Court of Belluno, Italy, is to be acknowledged as the sole competent authority.

### **11 – Warranty Fund**

A warranty fund has been established by the 'Presidenza del Consiglio dei Ministri' (Italian Government Authorities) to safeguard the client in the case of Tour Operator insolvency or bankruptcy, safeguarding a holiday refund and repatriation of the clients if abroad.

### **12 – Technical Organization**

Dolomite Mountains s.r.l. – Travel Agency